

EMPLOYMENT AGREEMENT

AGREEMENT is made on the last date signed by either party hereto between Jeffrey Ammerman (hereinafter "Ammerman"), and the Coatesville Area School District (hereinafter "School District"), with offices located at 3030 C.G. Zinn Road, Thorndale, PA 19372.

Recitals

WHEREAS, the School District desires to employ Ammerman as Business Manager of the School District pursuant to the terms and conditions hereof; and

WHEREAS, Ammerman desires to serve as the School District's Business Manager in accordance with the terms and conditions hereof;

NOW, THEREFORE, in view of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows.

1. *Salary.* Ammerman shall be paid an annual base salary of One Hundred Fifty-Seven Thousand, Five Hundred (\$157,500.00), which shall be paid in accordance with the schedule of salary payments in effect for the full-time administrative employees in the School District. This salary shall be reviewed and adjusted annually.

a. This salary review and adjustment shall also take into consideration the performance evaluation noted in Paragraph 6 of this Agreement.

b. Beginning July 1, 2018 and each July 1 thereafter, Ammerman shall be entitled to a percentage increase identical to the annual salary percentage increase awarded to Non-certificated Administrators under the Administrative Compensation Plan ("the ACP") adopted by the School Board pursuant to Section 1164 of the School Code provided that Ammerman receives an annual performance evaluation rating of "satisfactory" from the Superintendent (or by the School Board in the event that the Superintendent is unable to provide a rating.). Any percentage increase shall be added to the base annual salary of the prior year. If the Superintendent fails or refuses to provide an annual performance evaluation rating to Ammerman, Ammerman's sole recourse is to notify the School Board in writing, who shall cause a rating to be made by the Superintendent or the School Board reasonably promptly after notice.

c. For any days worked by Ammerman before his official start date as Business Manager, Ammerman shall be paid at the daily rate of Six Hundred and Five Dollars and Seventy-Seven Cents (\$605.77). Partial days shall be pro-rated.

2. *Benefits.* Ammerman shall be entitled to all benefits provided by the School District to its administrative staff under the ACP. To the extent that any such benefit is inconsistent with any benefit provided for herein, the benefit provided for herein shall govern. In addition to the benefits provided under the ACP, Ammerman shall be entitled to the following benefits:

a. *Sick Leave.* Notwithstanding anything herein to the contrary, Ammerman shall be entitled to carry over twenty-five (25) sick days from prior employment so that his sick leave account will be credited with twenty-five (25) days at the start of his employment, to which will be added the sick leave as per school district practices and the Administrative Compensation Plan.

b. *Memberships.* The School District shall pay Ammerman's membership and professional registration fees for the Pennsylvania Association of School Business Officials (PASBO), the Association of School Business Officials International (ASBO) and the Government Finance Officers Association (GFOA or GFOA-PA, at Ammerman's discretion). Should participation in other professional organizations be mutually agreeable, the School District shall pay for same as well.

c. *Proration.* For the 2017-2018 school year, the amount of annual leaves shall be pro-rated.

3. *Position Title.* Ammerman's title shall be Business Manager, or such other title as the parties may mutually agree.

4. *Duties of Employment.*

a. *Generally.* Ammerman shall perform the duties required of the position of Business Administrator in a competent and professional manner, and in accordance with the terms and conditions of this Agreement, applicable law, and applicable policies of the Board of School Directors of the School District ("the School Board"). Ammerman shall be responsible for the adequate and efficient organization and conduct of the School District's business affairs in accordance with the policies that may be adopted by the School Board and for keeping the School Board informed about its business affairs and finances and about the status of the business office and its operations.

b. *Job Description.* These duties are further described in the Job Description attached hereto as Exhibit A, which may be amended from time-to-time hereafter by the School Board, provided that any changes may not be implemented until after Ammerman has been given an opportunity to provide input concerning such changes.

c. *Diligence.* Ammerman shall diligently and conscientiously devote full and exclusive time and attention, and best efforts, to the discharge of his duties.

d. *Supervision.* Ammerman shall report to and be under the direct supervision of the Superintendent. In addition to the duties described above, Ammerman shall carry out those duties and responsibilities assigned to him by the Superintendent.

5. *Qualifications.* Ammerman covenants that he possesses the qualifications of Pennsylvania Registered School Business Administrator as established by the Pennsylvania Association of School Business Officials. Ammerman must be qualified to be employed by the School District and meet all eligibility and qualifications established by the School Code and applicable law that exist for employees who have contact with students. Failure at the start of the term of this Agreement to possess all such qualifications shall be cause for termination of this Agreement.

6. *Performance Evaluation.*

a. At least once each year within thirty (30) days of the close of the school year, the Superintendent may conduct a written assessment of Ammerman's performance under this Agreement. The performance assessment shall be performed in a manner consistent with school district standards and shall be based on three (3) to five (5) written annual goals established annually by mutual agreement of the parties. Those goals shall be established no later than September 15 of each year which shall be the goals assigned to Ammerman for that school year and shall be used to evaluate his performance for that school year as noted herein, provided that the goals for the 2017-2018 school year shall be assigned no later than January 15, 2018. At least thirty (30) days prior to finalization of such written assessment, the Superintendent shall meet with Mr. Ammerman to review his performance.

b. In the event that the Superintendent determines that Ammerman's performance has been unsatisfactory in any respect, the written assessment shall describe in reasonable detail the instances of unsatisfactory performance and the manner in which such performance should be improved. A copy of the written assessment shall be provided to Ammerman once finalized. Ammerman shall be permitted to respond, in writing, to the finalized assessment within thirty (30) days of receipt and such response shall be attached to and made a permanent appendix to the assessment

c. The purpose of the written performance evaluation shall be to strengthen the working relationship between the Superintendent and Ammerman; to enhance Ammerman's effectiveness; to clarify for Ammerman and the Superintendent the expectations and responsibilities the Superintendent envisions Ammerman fulfilling; and to discuss and establish goals for the ensuing year.

7. *Term and Termination; Four Year Term.* Ammerman's employment shall begin as soon as he is able to be released from his current position, but no later than December 15, 2017, and shall end December 14, 2021, or on such other date certain as the parties may mutually agree in writing hereafter. Notwithstanding the foregoing, it is the intent of the parties that prior to the what will be referred to as the "official start" of his service as Director of Business Administration, Ammerman will work a number of days as he is able for purposes of transition. This Agreement shall automatically renew for a term of one (1) year unless the School Board notifies Ammerman in writing, no later than sixty (60) days prior to the expiration of this Agreement of its decision not to renew the Agreement. Notwithstanding anything herein to the contrary, this Agreement and Ammerman's employment may be terminated prior to the end of the Term of this Agreement upon any of the following events:

a. *Mutual Written Agreement of the Parties.* This Agreement may be terminated by mutual written agreement of the Parties.

b. *Voluntary Resignation.* Ammerman may voluntarily resign at any time provided he gives the School Board at least sixty (60) days' notice in writing prior to the effective date of his resignation. The School Board may, in its sole discretion, waive or reduce this advance notification requirement. Ammerman may not utilize sick leave, vacation or personal days during

the sixty (60) calendar days immediately preceding the effective date of the resignation. Notwithstanding anything herein to the contrary, in the event that Ammerman fails to give the sixty (60) days' notice as required, he shall forfeit all severance benefits that may be otherwise available to him.

c. *Termination for Cause.* Ammerman shall be subject to discharge for the reasons specified in Section 1089 of the School Code and in accordance with the procedures and processes set forth in applicable law.

8. *Miscellaneous Provisions.*

a. *Indemnification.* The School District shall defend, hold harmless and indemnify Ammerman from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual capacity, or in his official capacity as agent and employee of the School District, in accordance with the terms, conditions, limitations and exclusions of the Political Subdivision Tort Claims Act and any applicable insurance policy.

b. *No Waiver.* The failure of any party to enforce at any time any of the provisions of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by any party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, rights, or elections in the future or in any way to affect the validity of this Agreement.

c. *Governing Law.* This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

d. *Entire Agreement. No Oral Modification.* This Agreement constitutes the entire agreement of the parties with respect to the subject matter covered herein, and consolidates and includes all other discussions, negotiations, proposals, and agreements and supersedes any other agreement between these parties. Each of these parties has entered into this Agreement in reliance upon only the provisions contained herein and not upon any external representations by any party. This Agreement may be amended only by a written instrument executed by these parties.

e. *Successors and Assigns.* Ammerman shall not have the right to assign any consideration he may receive pursuant to this Agreement and/or any right hereunder without the consent of the School Board, and this Agreement shall be binding upon the successors and assigns of both parties.

f. *Notices.* All communications permitted or required by this Agreement shall be in writing and shall be deemed to have been given, if personally delivered, or sent by priority overnight mail or by first class, registered or certified mail, return receipt requested, postage prepaid.

g. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

h. *Legality of Agreement.* In the event any provision of this Agreement is declared illegal by final decision of a court of this Commonwealth, said provision shall be deemed deleted from


this Agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day set forth above.

COATESVILLE AREA SCHOOL DISTRICT JEFFREY AMMERMAN

By: 
President

Signature: 

By: 
Secretary

Date: 11/2/17

Date: 10/26/17

Dean A. Snyder, School Board President
Ronald Kabonick, School Board Secretary

Coatesville Area School District
3030 CG Zinn Road, Thorndale, PA 19372

Board Approved: October 24, 2017

